



BellSouth Telecommunications, Inc.
333 Commerce Street, Suite 2101
Nashville, TN 37201-3300

guy.hicks@bellsouth.com

REC'D TN
REGULATORY AUTH.

February 5, 2002

Guy M. Hicks
General Counsel

OFFICE OF THE
EXECUTIVE SECRETARY
615 214 6301
Fax 615 214 7406

VIA HAND DELIVERY

Mr. David Waddell, Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and BellSouth Mobility, LLC d/b/a Cingular Wireless BellSouth Personal Communications, LLC d/b/a Cingular Wireless. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No. ~~01-01011~~ 02-00120

Dear Mr. Waddell:

Enclosed for filing are the original and thirteen copies of the Petition for Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and BellSouth Mobility, LLC d/b/a Cingular Wireless BellSouth Personal Communications, LLC d/b/a Cingular Wireless. ("Cingular") Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996. The enclosed Amendment incorporates the Volume and Term Agreement as an attachment to the Interconnection Agreement. The Amendment was negotiated by Cingular and BellSouth and is consistent with the standards for approval.

Cingular and BellSouth respectfully request that the Petition and Amendment be filed, reviewed and considered for approval as expeditiously as possible.

Very truly yours,

Guy M. Hicks

GMH/dt
Enclosure

cc: Senior Interconnection Manager, Cingular Wireless
Legal, Cingular Wireless
Leah Cooper, BellSouth Telecommunications, Inc.
Paul McDaris, BellSouth Telecommunications, Inc.

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and BellSouth Mobility, LLC d/b/a Cingular Wireless BellSouth Personal Communications, LLC d/b/a Cingular Wireless Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. ~~01-0T0T1~~ 02-00120

PETITION FOR APPROVAL OF THE
AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND BELL SOUTH MOBILITY, LLC D/B/A CINGULAR WIRELESS
BELL SOUTH PERSONAL COMMUNICATIONS, LLC D/B/A CINGULAR
WIRELESS PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, BellSouth Mobility, LLC d/b/a Cingular Wireless BellSouth Personal Communications, LLC d/b/a Cingular Wireless ("Cingular") and BellSouth Telecommunications, Inc., ("BellSouth"), and respectfully file this request with the Tennessee Regulatory Authority (the "TRA") for approval of the attached Amendment to the Interconnection Agreement filed for approval with the TRA on November 19, 2001 (hereinafter collectively referred to as the "Agreements"). The Agreement was negotiated between BellSouth and Cingular pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Cingular and BellSouth state the following:

THE PARTIES

1. BellSouth is an incumbent local exchange carrier authorized to provide local exchange service in Tennessee.

2. Cingular is a telecommunications carrier that has been granted authority by the Federal Communications Commission to provide CMRS in a specific market in Tennessee.

THE AGREEMENTS

3. Cingular and BellSouth have successfully negotiated an agreement for the continued interconnection of their networks. The Agreement was filed with the TRA on November 19, 2001 for approval.

4. The parties have now negotiated an Amendment to the Agreement incorporating the Volume and Term Agreement as an attachment to the Interconnection Agreement. A copy of the Amendment is attached hereto and incorporated herein by reference.

5. Pursuant to Section 252 (e) of the Act, Cingular and BellSouth are submitting their Agreement to the TRA for its consideration and approval.

COMPLIANCE WITH THE ACT

6. First, as required by Section 252(e)(2)(a)(i) of the Act, the Agreement does not discriminate against any other telecommunications carrier. Other carriers are not bound by the Agreement and remain free to negotiate independently with BellSouth pursuant to Section 252 of the Act.

7. Second, the Agreement is consistent with the public interest, convenience, and necessity, as required by Section 252(e)(2)(a)(ii) of the Act.

APPROVAL OF THE AGREEMENT

8. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the Agreement between Cingular and BellSouth within 90 days of

its submission. The Act provides that the TRA may reject such Agreement only if it finds that the Agreement or any portion thereof discriminates against a telecommunications carrier not a party to the Agreement, or if it finds that the implementation of the Agreement or any portion thereof is not consistent with the public interest, convenience and necessity.

9. Cingular and BellSouth aver that the Agreement is consistent with the standards for approval.

10. Pursuant to Section 252 (i) of the Act, once the Agreement is approved, BellSouth will make the terms and conditions of the Agreement available to any similarly situated CMRS provider.

11. Cingular and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties without revision as expeditiously as possible consistent with the public interest. Cingular has authorized BellSouth to file the Amendment on its behalf.

This 6th day of Feb, 2002.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: _____

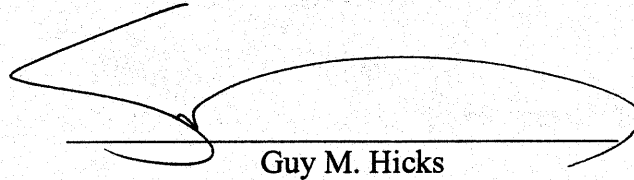
Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail on the 15 day of FEB, 2002:

Cingular Wireless
Attn: Senior Interconnection Manager
5565 Glenridge Connector, Suite 1616
Atlanta, GA 30342

Cingular Wireless
Attn: Legal
5565 Glenridge Connector, Suite 1728W
Atlanta, GA 30342



Guy M. Hicks

**First Amendment to
Interconnection Agreement between
BellSouth Mobility LLC d/b/a Cingular Wireless and
BellSouth Telecommunications, Inc.**

This Agreement (the "Amendment") is made and entered into as of October 16, 2001, between BellSouth Mobility LLC d/b/a Cingular Wireless, a Delaware limited liability company ("Cingular Wireless") and BellSouth Telecommunications, Inc. ("BellSouth"), a Georgia corporation.

WHEREAS, Cingular Wireless and BellSouth (hereinafter referred to collectively as the "Parties") have entered into that certain Interconnection Agreement, effective June 14, 2001, for the State of Tennessee, which has or will be filed with the Commission in said state (as filed, the "Tennessee Interconnection Agreement"); and

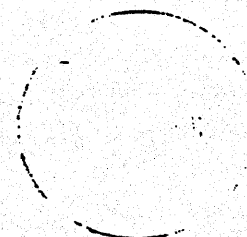
WHEREAS, the Parties have also entered into Interconnection Agreements, effective June 14, 2001, for the States of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina and South Carolina (the "Interconnection Agreement") which have or will be filed with the Commissions in each of said states; and

WHEREAS the Parties desire to amend the Tennessee Interconnection Agreement; and

WHEREAS, the Parties have also entered into a contract service arrangement whereby Cingular Wireless may purchase certain BellSouth services pursuant to a Volume and Term Agreement having an Effective Date of December 1, 1999 ("Volume and Term Agreement"); and

WHEREAS, the Parties desire to amend the Tennessee Interconnection Agreement to incorporate the Volume and Term Agreement as an attachment to the Tennessee Interconnection Agreement.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Cingular Wireless and BellSouth hereby covenant and agree that the General Terms and Conditions of the Tennessee Interconnection Agreement be amended as follows:



1. Section V. (D) of the Interconnection Agreement is deleted in its entirety and replaced with the following:

V. (D) The parties will establish trunk groups from the interconnecting facilities of subsection (A) of this section. Each party will use its best efforts to construct its network, including the interconnecting facilities, to achieve optimum cost effectiveness and network efficiency. Unless otherwise agreed, BellSouth will provide or bear the cost of all trunk groups for the delivery of Local Traffic from BellSouth to Carrier's Mobile Telephone Switching Offices within BellSouth's service territory, and Carrier will provide or bear the cost of all trunk groups for the delivery of traffic from Carrier to each BellSouth access tandem and end office at which the parties interconnect. Carrier will also provide or bear the cost of trunk groups carrying intermediary (transit) traffic. Carrier may supply its own interconnection facilities or may purchase such facilities (a) from BellSouth pursuant to a separate agreement, including but not limited to, the Volume and Term Agreement attached hereto as Exhibit 1 and incorporated herein by this reference or pursuant to tariff for this purpose, or (b) from any other third-party supplier.

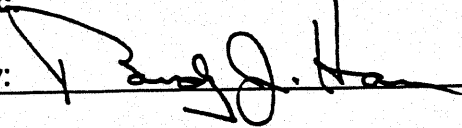
2. The Parties acknowledge and agree that the term of the Volume and Term Agreement exceeds the term of the Tennessee Interconnection Agreement. As such, the Parties hereby agree that the Volume and Term Agreement shall be incorporated into any interconnection agreement subsequently entered into by the Parties for the State of Tennessee for the remainder of the term set forth in the Volume and Term Agreement. If no such subsequent interconnection agreement is negotiated, this Amendment shall survive until the expiration of the term of the Volume and Term Agreement.
3. Except as expressly provided herein, all other provisions of the Tennessee Interconnection Agreement, the Interconnection Agreement and the Volume and Term Agreement shall remain unchanged and in full force and effect.
4. Nothing in this Amendment shall in any way amend, modify, alter, limit, change, restrict or otherwise effect the rights, benefits, duties, obligations or liabilities of the Parties under the Volume and Term Agreement or the rates, terms and conditions contained therein.
5. For purposes of this Amendment, capitalized terms have the meanings set forth herein unless the context requires otherwise. Terms that appear herein (whether or not capitalized) that are not defined herein have the meanings ascribed to them in the Interconnection Agreement or the Volume and Term Agreement, as the case may be, and if not defined therein have the meanings

ascribed to them in the Act, or (if not defined therein) have the meanings customarily associated with them based on ordinary usage in the telecommunications industry as of the Effective Date.

6. BellSouth and Cingular Wireless covenant that this Amendment shall be promptly submitted to the Tennessee Regulatory Authority for approval pursuant to section 252(e) of the Act, and agree that either or both of the parties is authorized to submit this Amendment to the Tennessee Regulatory Authority.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

**BellSouth Telecommunications,
Inc.**

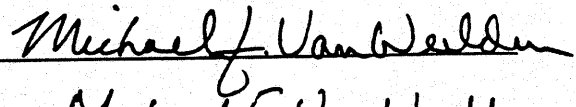
By: 

Name: Randy J. Ham

Title: Managing Director

Date: 10/30/01

**BellSouth Mobility LLC d/b/a
Cingular Wireless**

By: 

Name: Michael F. Van Weelde

Title: Director-Wholesale Svc.

Date: 10-24-01

*OK,
OK*

NOTICE OF EXECUTED CLEC AGREEMENT

CLEC NAME: *BellSouth Mobility LLC d/b/a Cingular Wireless*
BellSouth Personal Communications, LLC d/b/a Cingular Wireless

Check one:

<input type="checkbox"/> Standard Interconnection Agreement (includes provisions for	
<input type="checkbox"/> Interconnection, <input type="checkbox"/> Resale, <input type="checkbox"/> Physical Collocation)	
<input type="checkbox"/> Non-Standard Interconnection Agreement	<input type="checkbox"/> Interconnection Amendment
<input type="checkbox"/> Resale Agreement	<input type="checkbox"/> Resale Amendment
<input type="checkbox"/> Physical Collocation Agreement	<input type="checkbox"/> Physical Collocation Amendment
<input type="checkbox"/> CMRS Agreement	<input checked="" type="checkbox"/> CMRS Amendment
<input type="checkbox"/> Paging Agreement	<input type="checkbox"/> Paging Amendment
<input type="checkbox"/> ICO Agreement	<input type="checkbox"/> ICO Amendment

Check one:

☒ New ☐ Renegotiated

Enter effective date of agreement/amendment: June 14, 2001

If an amendment, enter effective date of original agreement:

If this is an agreement or amendment which supersedes a previous agreement or amendment, enter date of original agreement/amendment: January 1, 1997

Check appropriate states below:

☐ AL ☐ FL ☐ GA ☐ KY ☐ LA ☐ MS
☐ NC ☐ SC ☒ TN ☐ ALL BST STATES

Provide Brief Synopsis of Agreement (to include significant provisions/changes):

Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, BellSouth is filing an executed CMRS amendment by and between BellSouth Telecommunications, Inc. and BellSouth Mobility LLC d/b/a Cingular Wireless and BellSouth Personal Communications, LLC d/b/a Cingular Wireless.

The term of this agreement shall be two years beginning June 14, 2001.

Additional items to include in the synopsis, if appropriate.

- First Amendment to the Interconnection Agreement Dated June 14, 2001 including V&T Agmt. for TN.

Check One:

☒ BST to File with Commission ☐ CLEC to File with Commission

Provide Any Special Filing Instructions:

Negotiator Name *Randy Ham*

Telephone No: *205-977-7655*

VOLUME AND TERM AGREEMENT

This Volume and Term ("V&T") Agreement ("Agreement") is entered into by and between BellSouth Telecommunications, Inc., a Georgia corporation ("BellSouth") and BellSouth Cellular Corp., on behalf of itself and its affiliated companies, that are authorized providers of wireless services as defined in the Federal Communication Commission's rules (hereinafter collectively referred to as BellSouth Cellular or "Customer") as set forth herein.

I. DEFINITIONS

A. This "V&T" Agreement is a customized Contract Service Arrangement ("CSA" offering of certain services to be purchased by Customer from BellSouth in the telephone exchanges served by BellSouth in Georgia, Florida, Alabama, Tennessee, Kentucky, Mississippi, Louisiana, North Carolina and South Carolina. This V&T Agreement provides the Customer certain levels of discounts based upon the Customer's commitment to and attainment of an Annual Revenue Commitment in accordance with the requirements described in this Agreement. This V&T Agreement shall not constitute an interconnection agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (an "Interconnection Agreement").

B. "Annual Revenue Commitment" represents the agreed upon amount of billing to Customer by BellSouth for BellSouth's telephone services purchased by Customer each year that Customer agrees to achieve for the purposes of the V&T Agreement. Customer's Annual Revenue Commitment is included in Appendix I of this Agreement.

C. "Discount Level" is the percentage reduction applied monthly to the total recurring charges for the BellSouth services that are eligible for participation in the V&T offering and for which billing has occurred or will occur during the current billing period.

D. "V&T Eligible Services" include only those services used to calculate the Annual Revenue Commitment as listed in Appendix II. Billing for non-recurring charges, local usage, taxes, and publicly imposed surcharges including but not limited to the

surcharges for 911 service and dual party relay service, is not considered V&T Eligible and was not used to calculate the Annual Revenue Commitments.

E. "Discount Eligible Services" include only those Services purchased by Customer that are appropriate for inclusion in the calculation of the percentage reduction off the combined total tariffed rates as mutually agreed to by Customer and BellSouth. The Discount Eligible Services are listed in Appendix II.

F. "A Contract Year" is the twelve-month period during the term of this Agreement beginning on the effective date of the Agreement and will last for 12 months. This date shall also establish the anniversary date for this V&T agreement. The effective date of this agreement shall be December 1, 1999.

G. The "Term" of this Agreement shall be 7 years.

H. The "Expiration Date" of this Agreement shall be the last day of the 7th Contract Year at 11:59 p.m.

II. ANNUAL REVENUE COMMITMENT

A. Customer agrees to an Annual Revenue Commitment in each Contract Year of the V&T Agreement as specified in Appendix I.

B. BellSouth and Customer agree that all recurring charges for V&T Eligible Services billed by BellSouth shall be applied toward Customer's Annual Revenue Commitment. Customer's progress toward meeting the Annual Revenue Commitment will be tracked by BellSouth and measured in pre-discount billed dollars based on the tariffed rates with a BellSouth bill date within the appropriate Contract Year.

C. In the event the Annual Revenue Commitment is adjusted due to a Business Change, Higher Order of Service, or Tariff Change as defined in this Agreement, the Annual Revenue Commitment levels contained in Appendix I shall be renegotiated. In the event of a tariff change, the Annual Revenue Commitment will change by a percentage equal to the tariff change.

D. Customer may substitute or change cell sites or locations provided that such changes shall not affect the Annual Revenue Commitment.

E. Annual Revenue Commitment does not include services purchased by Customer from the BellSouth Federal or State Access Tariff.

F. Customer will receive credit towards achievement of the Annual Revenue Commitment for recurring charges that are waived as a result of BellSouth's failure to meet service commitments as set forth in the State Private Line Tariffs and Special Assembly Contracts as applicable.

III. DISCOUNT LEVELS

A. BellSouth shall apply a discount that is a percentage reduction off the total recurring charges within the total billed revenue associated with the Eligible Services. Discount Levels shall be based on the Annual Revenue Commitment and are provided in Appendix I. The applicable Discount Level shall be selected from the Table contained in Appendix I.

B. Charges billed pursuant to Interconnection Agreements, Federal or State Access Services tariffs, and billing for taxes or public imposed surcharges, including but not limited to, the surcharges for 911 or dual party relay services, and charges billed for less than a full month's services will not be subject to a Discount.

C. Charges billed to Customer for Contract Service Arrangements (other than this V&T Agreement), Special Service Arrangement, WATSSaver, End User Common Line Charges, and Special Access are not eligible for the application of the Discount.

IV. DESIGN SUPPORT SERVICES

A. BellSouth agrees to provide to Customer Design Support Services during the period prior to Customer turn up of wireless service for commercial availability in each of its license areas in the BellSouth service area. The Design Support Services shall include

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the provision of a dedicated system designer from the date of the execution of this Agreement to Customer's initial turn up of wireless service for commercial availability.

B. The annual network optimization will be performed by BellSouth in order to reduce Customer's "per unit transport" cost.

C. 1. All Design/Plant Engineering work and network optimization performed by BellSouth shall be proprietary to BellSouth. Design/Plant Engineering support services provided in the fulfillment of new cell site provisioning will be provided at no additional charge to the Customer. Design/Plant Engineering support services include:

- a. Initial system design
- b. Initial planning of new cell sites
- c. Site visits for quotes of all special engineering and construction charges
- d. Site construction meeting
- e. Final site inspection.

2. Any Design/Plant Engineering services not completed in the fulfillment of new cell site provisioning will be provided to Customer at the rate of \$175 per hour.

3. BellSouth agrees to perform the annual network optimization at no additional charge. Any additional network optimization will be provided to Customer at the rate of \$175 per hour.

4. The charges for Design/Plant Engineering and network optimization services may be deferred and allocated over the term of the Agreement at an annual interest rate of 12%. In the event the Customer terminates this Agreement, any deferred charges will be due 30 days after the termination becomes effective.

V. REGULATORY CONSIDERATIONS

A. Customer recognizes and agrees that the V&T Agreement is not intended to replace or supersede existing tariffs and that all services that are included in the V&T

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Agreement will be purchased in accordance with the approved BellSouth General Subscriber Services Tariff and Private Line Services Tariff in effect in each state. The provisions of such tariffs applicable to the services shall apply unless and except to the extent this Agreement contains express provisions specifically in conflict therewith (in which case the express provisions of this Agreement shall control to the extent permitted by applicable law.)

Customer acknowledges that BellSouth may be required to file and obtain approval of the V&T Agreement in certain states prior to implementation of a V&T Agreement in certain states. BellSouth agrees to begin any necessary filings within 30 days after the execution of a V&T Agreement between BellSouth and Customer.

VI. COMMITMENT SHORTFALL

Customer agrees that if it fails to meet its Annual Revenue Commitment during a given year, BellSouth shall bill and Customer agrees to pay the difference between the actual billed revenue for the preceding 12 month period and its Annual Revenue Commitment adjusted by the discount rate. BellSouth will issue Customer a bill for the commitment shortfall which shall be payable 30 days after receipt thereof by the customer.

VII. PROVISION FOR DISCOUNTING ADDITIONAL AND NEW SERVICES UNDER V&T

For the purposes of this Agreement an Additional Service is an intraLATA service that is tariffed by BellSouth on the effective date of this Agreement and is not considered a Discount Eligible intraLATA Service. A new service is an intraLATA service that has been tariffed by BellSouth after the effective date of the V&T Agreement. Customer may submit a request to BellSouth to obtain a discount on the Additional Service or New Service under the Agreement. BellSouth may require Customer to commit to continue to increase the billing on the Additional Service or New Service during the remainder of the Term of the Agreement.

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VIII. ACQUISITION OF NEW BUSINESSES AND MERGER

A. In the event Customer acquires a new business or operation within the BellSouth service area during the term of this Agreement and desires to include the services under this Agreement, BellSouth will include these services.

B. In the event the Customer merges with an entity that has an existing Volume and Term Agreement with BellSouth, BellSouth reserves the right to negotiate a new Volume and Term Agreement.

IX. OTHER NEW BUSINESS OPPORTUNITIES

Further, in the event BellSouth offers services currently included in this Agreement or new services outside of its existing franchised territory and Customer subscribes to such services, BellSouth shall review with Customer such instances to determine the feasibility and/or criteria for including any of the subscribed services in the V&T Agreement.

X. AUTHORIZED USERS

Customer recognizes and agrees that the services included in this Agreement are specifically restricted to the use of Customer and its specified affiliates listed in Appendix III. In particular, the V&T Agreement is intended for the provision of wireless services by Customer and its specified affiliates and the resale of services included in this Agreement is strictly prohibited. BellSouth retains the right to perform any necessary audits and Customer agrees to cooperate with BellSouth in the performance of such audits to determine that the services included in this Agreement are used by Customer and its specified affiliates. All costs for such an audit will be borne by BellSouth.

XI. TERMINATION LIABILITY

If Customer desires to terminate the V&T Agreement prior to its expiration, Customer must provide BellSouth written notice of such termination 90 days prior to the effective date of termination. Termination liability will be in accordance with the following:

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A. If written notice of termination is delivered to BellSouth to be effective at the end of a Contract Year, BellSouth will bill Customer the following termination charges:

- (1) End of Contract Year 1 - 50% of the Revenue Commitment for the subsequent year.
- (2) End of Contract Year 2 and each subsequent year. 25% of the Revenue Commitment for the subsequent year.

B. If written notice of termination is delivered to BellSouth to be effective prior to the end of the current V&T Contract Year, BellSouth will bill CUSTOMER the appropriate termination charges calculated in A, above, in addition to an amount equal to the difference between the current Contract Year-to-date billing for V&T Eligible Services and the current Contract Year Annual Revenue Commitment.

C. The application of termination charges pursuant to this Section shall not affect the application of termination charges pursuant to any BellSouth tariff or any other agreement.

D. Customer further acknowledges that it has options for its telecommunications services from service providers other than BellSouth and that it has chosen BellSouth to provide the services included in this Agreement. Customer, therefore, agrees that if it terminates this Agreement or the services provided pursuant to this agreement, Customer will be responsible for termination charges set forth in A,B, and C above. Customer, however, will not be responsible for termination charges if a certified reseller of BellSouth local service resells this Agreement to Customer and such reseller executes a written document agreeing to assume all of Customer's obligations to BellSouth under the Agreement.

XII. BUSINESS CHANGE

In the event of a divestiture of a significant part of Customer's business, a business downturn beyond Customer's control that results in a Customer end-user growth rate that is lower than one-half the wireless industry average (the average industry growth rate shall be mutually agreed on by BellSouth and the Customer), or a network optimization using other BellSouth services (collectively referred to as "Business Change"), any of which significantly reduces the volume of network services, required by Customer with the result that Customer is unable to meet its Annual Revenue Commitment under this Agreement (notwithstanding Customer's best efforts to avoid such a shortfall), BellSouth and Customer will cooperate in efforts to develop a mutually agreeable alternative that will satisfy the concerns of both parties and comply with all applicable legal and regulatory requirements. Such alternative may reduce the Customer's Annual Revenue Commitment and the Discount Level to the extent of any shortfall resulting from the Business Change. This provision shall not apply to a change resulting from a decision by Customer: (i) to reduce its overall use of telecommunications; or (ii) to transfer portions of its traffic or projected growth to providers other than BellSouth. Customer must provide BellSouth written notice of the conditions it believes will require the application of this provision. This provision does not constitute a waiver of any charges, including commitment shortfall charges, incurred by Customer prior to the time the parties mutually agree to amend this Agreement. This provision does not affect the application of termination charges pursuant to the tariff or other agreements.

XIII. HIGHER ORDER OF SERVICE

From time to time, BellSouth may offer to Customer new technological features and capabilities ("Higher Order of Service"). For purposes of this Agreement, Higher Order of Service shall be defined as BellSouth services which will provide additional value to Customer with higher functionality and increased capacity. In the event that Customer elects to incorporate such a Higher Order of Service into its network design, and the use of

such Higher Order of Service results in Customer's being unable to meet its Annual Revenue Commitment under this Agreement, then, subject to all applicable regulatory requirements, BellSouth agrees to cooperate with Customer to develop a mutually agreeable alternative that will satisfy the concerns of both parties. Such alternative may reduce Customer's Annual Revenue Commitment and the Discount Level to the extent of any shortfall resulting from the migration to a Higher Order of Service.

XIV. RATE ASSURANCE

If Customer is offered a service proposal from a properly certificated carrier that contains the same services and service commitment included in the BellSouth V&T Agreement and the group of services is offered at a rate at least 20 percent less than the rate provided to Customer by BellSouth, Customer shall provide BellSouth notice of the proposal, sufficient information to validate the terms and rates of the proposal and the option to respond to the rates and terms offered by such other carrier.

BellSouth shall be provided 14 business days to respond in writing with regard to whether it shall respond with an alternative proposal. If BellSouth chooses to respond with an alternative offering, BellSouth shall require an additional 45 days to develop its response.

In the event BellSouth elects to respond to the offering from the alternative carrier and offers Customer a service proposal with an effective rate, based on the rates, terms and conditions, including a discount, that results in a payment that is no more than 10% greater than payment for the same services under the alternative carrier's competitive offering, this agreement shall continue in effect using these new rates, terms, conditions and discount, along with a proportionate reduction in the Annual Revenue Commitment until the expiration of this V&T Agreement.

XV. TARIFF CHANGES

If during the term of this Agreement, BellSouth requests and receives regulatory approval for price reductions on tariff services ("Tariff Change") purchased by Customer, BellSouth will flow through such reductions to Customer. BellSouth agrees to reduce Customer's Annual Revenue Commitment in proportion to the price reduction (s). Customer further agrees to negotiate in good faith to develop a mutually acceptable reduced discount level, if BellSouth requests such negotiations. In no event will the reduced discount level result in payment by Customer of an amount in excess of that which would have been paid under this agreement if BST's tariffed rates had not changed.

XVI. FLEXIBLE BILLING ARRANGEMENTS

BellSouth shall offer Customer the option to allocate and defer the payment of nonrecurring charges over a six month period. The non-recurring charges for the initial cell sites installed by the Customer may be deferred for a six month period allocated over the remaining months of the current contract year at an interest rate of 12% per annum.

Finally in the event the Customer terminates this Agreement, the balance due on any deferred or allocated charges will be due 30 days after the termination date.

XVII. ANNUAL TRUE-UP

A. At the end of each Contract Year, BellSouth will conduct a review of Customer's revenue to determine if Customer achieved its Annual Revenue Commitment ("Annual True-Up"). During the Annual True-Up, BellSouth will calculate any commitment shortfall in accordance with Section VI. Customer may commit to higher levels of spending and negotiate a future discount commensurate with this higher commitment level for subsequent years. During the Annual True-Up, BellSouth may conduct any necessary audits of the Customer to verify that the services included in this Agreement were used by Customer and its specified affiliates.

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Customer and BellSouth agree that any credit resulting from the Annual True-Up will be distributed directly to Customer's affiliates as identified in Appendix III as a credit on their bill for services provided under this agreement within 60 days of the end of the contract year.

Further, any debit resulting from the Annual True-up for failure to meet the Annual Revenue Commitment or Termination Liability will be billed directly to the parent entity and Customer shall assume responsibility for all outstanding amounts.

XVIII. BILLING AND MANAGEMENT INFORMATION

All participating Customer accounts will be converted by BellSouth to the Customized Large User Bill ("CLUB") format.

XIV. MISCELLANEOUS

- A. This offer shall be valid for 45 days.
- B. Customer will be solely responsible for the identification of Customer accounts that are V&T eligible. Customer and BellSouth agree that BellSouth will not be responsible for failure to apply a discount to a V&T eligible account if such failure results from Customer's failure to identify such account. Additional V&T eligible accounts may be added only by mutual agreement of the parties. Customer will provide a written list of the V&T eligible accounts within 60 days after the execution of the Agreement.
- C. This Agreement shall be construed in accordance with the laws of the State of Georgia.
- D. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received and shall be sufficient if given in writing, delivered by hand, facsimile, overnight mail delivery, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents

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required under this Agreement must be sent at any time by giving written notice to the other party. Current addresses are:

BellSouth
Eric Small
Vice President of Marketing
34th Floor
675 West Peachtree Street
Atlanta, Georgia 30345

CC: Jarrett Board
Wireless Market Manager
Room 34A51
675 West Peachtree Street
Atlanta, GA 30345

Customer
Manager of State Regulatory
BellSouth Cellular Corp
1100 Peachtree St. NE
Suite 809
Atlanta, GA 30309-4599

cc: Legal Department
BellSouth Cellular Corp
1100 Peachtree St., NE
Suite 900
Atlanta, GA 30309-4599

E. In the event that one or more of the provisions of this Agreement shall be invalid, illegal or unenforceable in any respect under any statute, regulatory requirement, or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality or unenforceability, and the remainder of this Agreement shall continue in full force and effect.

**PROPRIETARY - NOT FOR DISCLOSURE OUTSIDE
OF BELL SOUTH EXCEPT WITH WRITTEN PERMISSION**

F. Each party agrees to submit to the other all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement or to the services provided under this Agreement wherein corporate or trade names, logos, trademarks, or service marks of the other party or any of its affiliated companies are mentioned or wherein there is language from which a connection to said names or marks may be inferred. Each party further agrees not to publish or use such advertising, sales promotions, press releases, or publicity matters without the other party's prior written approval.

G. Notwithstanding anything to the contrary contained herein, Customer may sell, assign, or transfer this Agreement without the prior written approval of BellSouth to (i) any wireless affiliate of Customer or (ii) any wireless entity that acquires through merger, purchase or otherwise, all or substantially all of the assets of the Customer.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on the dates set forth below.

BY: 
Authorized Signature

TITLE: Group President - Mob. & System

DATE: 7-25-99

BELLSOUTH TELECOMMUNICATION, INC.

BY: 
Authorized Signature

TITLE: VP - Marketing JCS

DATE: 7/30/99

APPENDIX I

ANNUAL REVENUE COMMITMENT

<u>Contract Year</u>	<u>Revenue Commitment*</u>	<u>Discount Level</u>
Year 1	\$39,400,000	35%
Year 2	\$40,900,000	35%
Year 3	\$42,700,000	35%
Year 4	\$44,400,000	35%
Year 5	\$44,900,000	35%
Year 6	\$44,900,000	35%
Year 7	\$44,900,000	35%

* Calculated in pre-discounted dollars based on BST's tariffed rates.

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OF BELL SOUTH EXCEPT WITH WRITTEN PERMISSION

APPENDIX II

ELIGIBLE SERVICES

This Agreement covers network transport services and other regulated services. These services include:

- **MegaLink (DS-1) ***
- **LightGate (DS-3) ***
- **SmartRing Services ***
- **Special Assemblies for OC48 SONET Rings and DS3s ***
- **Flexserve**

* Discount eligible services are in boldface and are designated by an asterisk.

APPENDIX III

CUSTOMER AFFILIATES

Subsidiaries and affiliates of BellSouth Cellular Corp. doing business as:
BellSouth Mobility or
BellSouth Mobility DCS or
BellSouth Wireless Data

Doc. 75947

TENNESSEE ADDENDUM TO CSA No. TN99-8681-00

1. Customer and BellSouth acknowledge that various competitive alternatives are available to Customer in the State of Tennessee, including competitive alternatives to services provided herein, as evidenced by one or more of the following:
 - A. Customer has received offers for comparable services from one or more other service providers¹;
 - B. Customer is purchasing or has purchased comparable services from one or more other service providers²;
 - C. Customer has been contacted by one or more other service providers of comparable services³; and
 - D. Customer is aware of one or more other service providers from whom it can currently obtain comparable services⁴.
2. Customer and BellSouth agree that Customer's early termination of the Agreement without cause will result in damages that are indeterminable or difficult to measure as of this date and will result in the charging of liquidated damages. Customer and BellSouth agree that with regard to services provided within the State of Tennessee, the amount of such liquidated damages shall equal the lesser of (A) the amount specified in the Agreement; (B) the sum of the repayment of discounts received during the previous 12 months of the service, the repayment of any waived or discounted non-recurring charges set forth in the Agreement, and the repayment of the pro-rated contract preparation charge set forth in the Agreement; or (C) six percent (6%) of the total Agreement amount. Notwithstanding any provisions in the Agreement to the contrary, Customer and BellSouth agree that with regard to services provided within the State of Tennessee, this Paragraph of this Addendum sets forth the total amounts of liquidated damages the Customer must pay upon early termination of the Agreement without cause. Customer and BellSouth agree that these amounts represent a reasonable estimate of the damages BellSouth would suffer as a result of such early termination and that these amounts do not constitute a penalty.
3. Customer and BellSouth acknowledge and confirm their understanding that:
 - (a) Customer's agreement to pay the difference between the actual billed revenue for its V&T Eligible Services and its contract revenue commitment, as set forth in Section VI of the Agreement, does not apply upon Customer's early termination of the Agreement; and
 - (b) Customer must therefore pay only the amount calculated in accordance with Paragraph 2 above upon early termination of the Agreement.

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4. Customer and BellSouth agree that with regard to services provided within the State of Tennessee, the term of this Agreement is 36 months. Customer and BellSouth further agree that with regard to services provided within the State of Tennessee, Customer may renew the CSA for up to two additional terms of 24 months by providing BellSouth written notice of its intent to do so within 60 days of the expiration of the initial 36-month term. Customer and BellSouth understand and agree that any such renewal option exercised by the Customer is subject to approval by the Tennessee Regulatory Authority.

BellSouth Cellular Corp

BellSouth Telecommunications, Inc.

BY: Roy P. McAllister
Printed Name

BY: James K. Brinkley
Printed Name

BY: [Signature]
Authorized Signature

BY: [Signature]
Authorized Signature

TITLE: VP-EXTERNAL AFFAIRS

TITLE: Senior Director - Marketing

DATE: 11/17/00

DATE: 12/6/00

**Attachment to Addendum
CSA No. TN99-8681-00**

1. Customer has received offers for comparable services from other service providers including: **The service providers identified in the response to items 2 and 3 below.**
2. Customer is currently using comparable services provided by other service providers including: **AT&T for InterLata T1s and BellSouth Long Distance for T1s.**
3. Customer has been contacted by other service providers including: **MCI Worldcom provided quotes regarding InterLata T1s.**
4. Customer is aware that comparable services are available from other service providers including: **AT&T, BellSouth Long Distance, MCI Worldcom and other providers of comparable services within Nashville and Chattanooga.**

Customer's Initials

Date

WMB
11/16/00

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